

RESOLUTION 26-29

A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS

WHEREAS, South Weber abuts state lands which are vulnerable to wildfires; and

WHEREAS, it is in the best interests of both parties to suppress wildfires quickly before they become large and difficult to control; and

WHEREAS, a memorandum of understanding with the state division of forestry, fire and state lands outlines the responsibilities of the state and the city;

NOW THEREFORE BE IT RESOLVED by the Council of South Weber City, Davis County, State of Utah, as follows:

Section 1. Approval: The Utah Wildfire Resource Memorandum of Understanding with the Utah Division of Forestry, Fire and State Lands as attached in **Exhibit 1** is hereby approved.

Section 2: Repealer Clause: All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED by the City Council of South Weber, Davis County, on the 14th day of July 2026.

Roll call vote is as follows:

Council Member Halverson	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Dills	FOR	AGAINST
Council Member Davis	FOR	AGAINST
Council Member Winsor	FOR	AGAINST


Rod Westbrook, Mayor




Attest: Lisa Smith, Recorder

RES 26-29 Exhibit 1



**Utah Wildfire Resource Memorandum of Understanding
Between
Utah Division of Forestry, Fire and State Lands
And
South Weber Fire District**

This Utah Wildfire Resource Memorandum of Understanding (“MOU”) is made by and between South Weber Fire District, hereinafter referred to as the “Department” or “District” as appropriate, and the State of Utah, Department of Natural Resources, Division of Forestry, Fire and State Lands, hereinafter referred to as the “Division.” This MOU is an addendum to the Cooperative Agreement between the Division and the Department or District. The “Department” or “District” and the “Division” shall hereafter be referred to jointly as “Parties.” The term of this MOU shall be five (5) years from the Effective Date.

PURPOSE OF MOU:

This MOU provides a mechanism for procurement, use, and compensation for wildfire services provided to the State of Utah and its cooperators by the Department or District outside of its jurisdictional area of responsibility or service area pursuant to the cooperative agreement. This MOU may also be used for other declared All-Hazard emergencies covered under the Stafford Act.

This MOU does NOT support or allow for the use of Supplemental Firefighters and/or Supplemental Fire Department Resources as defined herein.

DEFINITIONS:

Agency Administrator	The official responsible for managing a geographic unit or functional area with statutory authority over fire mitigation. They make critical strategic decisions, oversee incident management, and represent the agency's interests.
Area Duty Officer	An on-call, qualified manager responsible for oversight, coordination, and initial decision-making for wildland fire responses and daily preparedness within a specific geographic area.
Assignment extension	Work commitment beyond the standard 14-day assignment period excluding travel.
Closest Forces or District	The use of the closest available, appropriate, qualified firefighting resources, regardless of agency, for initial attack.

Cost To Government	This refers to the inclusion of direct compensation, benefits and other personnel costs associated with an individual's billing rate.
Department	Refers to the fire Department or fire District that is party to this MOU.
FEPP	The Federal Excess Personal Property (FEPP) program allows for excess federal property to be loaned to a state or territory for use in rural or wildland fire protection programs. The property remains titled with the federal government and is returned when the state or territory no longer uses the property.
Fire Management	All activities required to manipulate wildland fire for protection of at risk values, enhanced public safety, and land management objectives. Activities include but are not limited to: fire suppression, prescribed fire, prevention and education, hazardous fuel mitigation, training, planning, and preparation.
FBS	The Fire Business System (FBS) is a web-based billing system used by the Division under this MOU.
Independent Action	Action taken on lands under the protection responsibilities of another agency or entity without the notification and approval of that agency or entity.
Jurisdictional agency	The agency having land and resource management responsibility for a specific geographical or functional area as provided by law.
Mutual Aid	Reciprocal emergency response agreement between jurisdictional neighbors in which assistance is rendered. Compensation is agreed to by the jurisdictional agencies involved.
NWCG	The National Wildfire Coordinating Group (NWCG) provides national interoperable leadership in wildland fire operations among federal, state, local, Tribal, and territorial partners.
State Compact	A state fire compact is a legally binding, congressionally approved agreement between two or more states designed to facilitate mutual aid, resource sharing, and cooperation in the prevention, control, and suppression of forest fires and other wildland emergencies.
Supplemental Fire Fire Fighters, Supplemental Fire Department Members, or Supplemental Fire District Members	An individual from a local fire department who is brought in through an agreement to support incidents outside of the individual's regular jurisdiction or mutual aid zone. These individuals are not permanent members of the sponsoring fire departments and are mobilized for specific responses. This does not include Utah fire department personnel with an MOU supporting the efforts of another Utah fire department.

UWCAC

The Utah Wildfire Cooperator Advisory Council (UWCAC) is convened by the Utah State Forester to advise and support the Division of Forestry, Fire and State Lands' wildfire management program's oversight and implementation of the MOU.

Wildland Fire

An unplanned, uncontrolled, or unwanted fire that burns in vegetative fuels such as forests, grasslands, or shrublands.

RECITALS:

WHEREAS, it is in the best interest of the State of Utah and its cooperators to have wildland fires detected and suppressed quickly before they become large and more difficult to control;

WHEREAS, the Division has the responsibility to determine and execute the best method for protecting private and public property in Utah from wildfire;

WHEREAS, the Department or District may have the capability to respond and suppress fires under the jurisdiction of the Division or its partners or cooperators quicker and more effectively than any other assets or resources in the state;

WHEREAS, the Department or District represents that it is a duly constituted fire department, fire district, or non-profit association or political subdivision of the State of Utah authorized to provide fire protection within the boundaries of the **map attached** hereto and by reference made a part hereof (Appendix A); and

WHEREAS, the Department or District, may also have a limited number of units of firefighting equipment that can be made available to the Division for fire management work.

NOW THEREFORE, the parties to this MOU do hereby agree as follows:

THE DIVISION AGREES:

1. To provide personnel and wildland firefighting resources inside the jurisdictional boundary of the Department or District when deemed available by the Division, and when the Department or District has exhausted its own resources or capabilities, and has requested assistance from the Division or its cooperators.
2. To make available organizational training, technical assistance, and other expertise to the Department or District.
3. To maintain a level of firefighting capacity within the state utilizing Division resources, District or Department resources, and State Compact resources that will support effective fire suppression within Utah.
4. To make available such firefighting equipment as can be obtained and is suitable for the use of the Department or District in fire management work through custodial agreement(s). This includes programs like FEPP.
5. To produce, update, and distribute a handbook or manual that references rates, procedures, and other references associated with this MOU.
6. To provide any necessary forms required of the Department or District to execute its responsibilities under this MOU.

7. That the Department or District may refuse to furnish fire, EMT, ambulance, or other personnel and equipment outside of its jurisdictional boundary, if by furnishing the requested personnel, the Department or District's resources would be reduced to a level where it can no longer maintain adequate fire protection or public safety within its jurisdictional boundary or service area.
8. Pursuant to NWCG guidelines and standards, inspect the Department or District's equipment annually or prior to use, as determined by the Division (the "Inspection"). Random testing of pumping and drafting capabilities and inspection of the radio programming may also occur during the Inspection. The Inspection does not replace the safety inspection required for vehicle license and registration by the State of Utah.
9. To review and certify NWCG qualifications annually. This includes maintaining training files in the Incident Qualification System (IQS) database, reviewing and certifying performance task books, and producing Qualification Cards (Red Cards).

THE DEPARTMENT OR DISTRICT AGREES:

1. To notify the nearest interagency fire center of any wildland fires that may threaten or are currently impacting state or federal jurisdiction as soon as possible. The Department or District further agrees to provide the jurisdictional agency with a fire report on all known wildland fires for which the Department or District wishes to be reimbursed. The fire report is required for payment. **Note:** if a state or federal representative is on-scene, that person may relieve the Department or District of this requirement.
2. To adhere to the State of Utah's prioritization of wildland firefighting resources. Consequently, requests for out-of-area assignments will be processed according to the following order of precedence: (a) Non-federal land within Utah, (b) Federal land within Utah, (c) Compact states, (d) Other out-of-state jurisdictions.
3. To obtain approval from the Divisions Area Duty Officer before going available outside of the local interagency fire dispatch zone.
4. That it may be requested to engage in fire management outside of the Department or District's jurisdictional boundaries or service area, such as another district, county, or state, provided that, in doing so, the Department or District's resources would not be reduced to a level where the Department or District can no longer maintain an adequate level of fire protection within its own jurisdictional boundary or service area.
5. To coordinate with the assigned Division Area Duty Officer before extending resources beyond the standard 14 day assignment or swapping crews on assignments outside of Utah.
6. To maintain and make available for use at the request of the Division, a work force and the equipment identified in this MOU. The Department or District further agrees to maintain at the ready the Division's Fire Department Manual and Rate Book and the Fire Department Fire Rate Agreement contained within FBS.
7. To follow direction and supervision consistent with NWCG chain of command while engaged in suppression or fuels management activities.

8. To maintain on board all vehicles listed on the Fire Department Fire Rate Agreement the following documentation:
 - a. A current equipment inventory list
 - b. Letter of Cooperator verification
 - c. A copy of the Fire Department Rate Agreement
 - d. A copy of this MOU
 - e. Division's Fire Department Manual and Rate Book (current year)
 - f. Vehicle registration, DOT safety inspection and proof of vehicle insurance
9. To ensure that all vehicles are operated within, and never exceeding, the maximum Gross Vehicle Weight Rating (GVWR) specified by the manufacturer.
10. To ensure that each firefighter engaging in direct fire suppression, structural protection, or prescribed fire has a current "red card" in his or her possession while working under this MOU. Further details are found in the Division's Fire Department Manual and Rate Book.
11. To use the FBS for all reimbursement invoicing for services rendered under this MOU.
12. To work with local Division area offices to establish FBS profiles and to participate in mandatory bill submission training.
13. To submit requests for reimbursement to the Division's area office within thirty (30) days after release from the assignment in the manner and form prescribed by the Division. Claims for incidents beginning before July 1 shall be submitted before July 30 for State fiscal year closeout.
No requests for reimbursement will be accepted after the end of the calendar year for past year activities more than 30 days old.
14. To maintain wildland fire training records, qualifications, and equipment standards as set forth by the Division. Personnel requested for structure protection on wildland urban interface or similar fires will be qualified to the level required for their structural firefighting position **and** basic wildland firefighter (i.e. "red card") certifications.
15. To provide the Division with source documentation verifying accredited training as prescribed by NWCG and supplemented by the Division, and to provide the Division access to wildland training files in order to certify wildland firefighting credentials.
16. To provide performance evaluations for 90% of assignments lasting more than five days. Performance evaluations shall be included within the billing package as prescribed by the Fire Department Manual.
17. To request red cards annually following completion of all required training.
18. To maintain at all times adequate workers' compensation coverage or other employer liability policy reasonably sufficient for the size and operations of the Department or District. And to take all necessary measures to ensure that coverage extends beyond state lines when the Department or District responds to an out-of-state request for resources.
19. To provide self-insurance or to maintain adequate insurance coverage with a carrier authorized to conduct business within the State of Utah, including a commercial general liability policy with limits no less than \$1,000,000 per occurrence and general aggregate limit. And to take all necessary measures to ensure that coverage extends beyond state lines when the Department or District responds to an out-of-state request for resources.
20. Automobile insurance coverage of \$1,000,000 combined single limit for each occurrence for all owned, hired or non-owned vehicles, applicable to claims arising from bodily injury or death to any person or damage to property arising out of the ownership, maintenance or use of any vehicle.

21. The Division shall not be liable or responsible for damage or injury to any individual or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by the Department or District or its employees performing under this MOU including travel to and from an incident, whether within or outside the state. The Division shall be indemnified and held harmless against claims for damage or injury in such cases.
22. To comply with the Division's incident and near-miss reporting guidance while assigned to incidents, projects, or activities. Any incident, accident, injury, vehicle mishap, operational safety concern, or near-miss occurring through the use of this MOU must be reported using the Division Incident Reporting Survey.
23. Unless covered by the Stafford Act 42 U.S.C. Section 4121 et seq., the Division will not reimburse for non-wildland fire incidents. Departments or Districts shall coordinate with the Division before deploying to any non-wildland fire incidents if the Department or District intends to use this MOU for reimbursement.

IT IS MUTUALLY AGREED:

1. The Parties shall each be responsible for their own losses arising out of the performance of this MOU. Each Party, including its employees, agents, and representatives, operating within the scope of this MOU, hereby waives any claim against any other Party for any loss, damage, personal injury, or death resulting from the performance of this MOU; provided however, that this provision shall not relieve any Party from responsibility for claims of third parties for losses for which the Party is otherwise legally liable. Third party claims will be processed by the Jurisdictional Agency.
2. Damage to Department or District equipment that is caused by a non-negligent act can be submitted to the jurisdictional agency through the established comps claims process. Where applicable, the Department or District shall utilize insurance first and additional non-covered costs will be evaluated and approved or denied through the process identified in the Standards for Interagency Incident Business Management Handbook, recognizing that the jurisdictional Agency Administrator will make the final determination.
3. That the Parties are governmental entities as defined in the Utah Governmental Immunity Act, Utah Code Chapter 63G-7 (the "Act"). Nothing in this MOU shall be construed as a waiver by either Party of any protections, rights, or defenses applicable to each Party under the Act, including without limitation the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of the Parties to incur by contract any liability for the operations, acts, or omissions of the other Party or any third-party and nothing in this MOU shall be so interpreted or construed.
4. Where the Act does not apply, including in circumstances where the Department or District responds to an out-of-state resource request, to the fullest extent permitted by law, the Division, the Department of Natural Resources, and the State of Utah on the one hand and the Department or District on the other hand mutually agree to defend, indemnify and hold each other and their agents, employees, and representatives harmless from and against all claims, damages, losses, and expenses relating to, arising out of, resulting from, or alleged to have resulted out of any fire management activity conducted pursuant to this MOU, except that each party shall bear liability to the extent that it is called for by law.
5. That claims arising from weight and balance, structural modifications, and gross vehicle weight of any vehicle subject to this MOU are the sole responsibility of the Department or District to whom the vehicle belongs or possesses by agreement. The Division and its cooperators shall be held harmless by the Department or District whose vehicles are involved for any liabilities, damage, injury or claims that arise from the use and involvement of said equipment in the

fighting of fires or other official use as provided for in this MOU. Any vehicles, including FEPP, that the Department or District deems not suitable for the purpose of fire suppression shall be taken out of service immediately and removed from the Fire Department Fire Rate Agreement.

6. The Division will pay and reimburse the Department or District for fire suppression services including equipment and personnel listed on the Fire Department Rate Agreement. Rates are established by the Division and in coordination with the UWCAC and may be adjusted annually. Payment for fire suppression shall be made only for such activities on land outside the Department or District's established jurisdictional boundaries or mandated service area, when requested by the agency with jurisdiction. Upon mutual agreement between the jurisdiction and the Division, the Department or District may receive reimbursement for services provided during extended attacks within their own service area, provided those services fall outside the established budget of the District or Department.
7. The Department or District shall also be reimbursed for fires on state or federal wildlands within its geographical boundaries or service area, when the jurisdictional agency has been informed of the wildland fire and the jurisdictional agency requests Department or District support. Notwithstanding, suppression action may occur in order to protect the Department or District's jurisdiction or neighboring jurisdictions without notification to the jurisdictional agency, in this case there is no reimbursement under this MOU.
8. Resources will be tracked by the local Interagency Fire Center through systems such as IROC or WildCad (InFORM). Resources covered under this MOU shall comply with ICS/NIMS demobilization procedures and not "self-demobilize" from the assigned incident.
9. Radio communications equipment standards under this MOU shall be narrow band (12.5 mhz) compliant. Resources being utilized within a "local area" only must have the capability of communicating by radio with the local Interagency Fire Center via the appropriate radio repeaters as well as communicate with field units on pre-programmed tactical and air to ground frequencies. Resources made available for dispatch outside of the local area shall have the ability to program all radios in the field.
10. Staffing of ordered equipment shall follow the standard staffing identified in the Fire Department Rate Agreement. Staffing that exceeds the standard staffing identified in the Fire Department Rate Agreement or extra personnel must be approved by the Duty Officer at the time of the dispatch request.
11. Cost to Government rates for personnel, decided upon by UWCAC, may be utilized in place of standard personnel rates by Department or Districts. Updates to rates must be submitted annually outside of the statutory fire season (June 1st - October 31st). Additional updates to cost to government rates may be made only if time allows.
12. Support and Command vehicles are only eligible for compensation on a case-by-case basis and if ordered and/or approved by the Division. In order to be eligible for compensation, Support and Command vehicles must appear on the Department or District's Fire Rate Agreement.
13. Payment to the Department or District will be made for services rendered. The Division will not be responsible for any payment or distribution of funds to individuals or entities other than the Party(ies) to this MOU.
14. The Department or District will be reimbursed as set forth in the Fire Department Rate Agreement.
15. Equipment under the Fire Department Rate Agreement is not eligible to receive reimbursement for loss, damage, or destruction due to ordinary wear and tear. Damage resulting from driver/operator negligence or poor maintenance will be the responsibility of the Department or District.

16. Consumable supplies such as, but not limited to, foam concentrate, MREs, or backfiring fusees may be replaced by the incident through a General Message Form (ICS-213) subject to approval by the line supervisor or Duty Officer representative.
17. Fire department personnel party to this MOU, are eligible for 3 days (up to 30 hours, and no more than 10 hours per day) of paid Rest and Recovery (R&R) after an assignment of fourteen or more consecutive days excluding travel to and from assignment outside their area of jurisdictional responsibility. R&R must occur on the days immediately following the assignment and may not be requested on regularly scheduled days off. Schedules may be requested by the Division to verify days off. The cost of R&R will be charged to the last ordering incident worked. Personnel cannot claim R&R pay while claiming pay for any other shift or work at the same time.
18. NWCG mandates that personnel receive adequate rest between wildland fire assignments. However, the local entity has the discretion to choose whether returning personnel will take R&R or work at their home unit upon completion of an assignment.
19. This MOU may be modified only by written amendment, signed by the Parties.
20. Under the Master Agreement between the Division and its Federal partners, the Division does not have the authority to allow for the use of Supplemental Fire Department Resources through this MOU. There will be no reimbursement for Supplemental Resources.
21. Any Party may terminate this agreement by written notice, thirty (30) days in advance of the effective date of such termination.
22. The Parties' performances under this MOU shall be without discrimination as to race, color, creed, sex, or national origin.
23. All notices required by this MOU shall be in writing delivered to the person and address specified below or to such other persons or addresses as the Parties may designate.
24. Execution of this MOU by a Department or District constitutes acceptance of rates as described in the annual publication of the *Fire Department Manual and Rates*.

SIGNATURES

Department or District: South Weber	Division of Forestry, Fire and State Lands Wasatch Front Area
Address: 1600 E South Weber Dr, South Weber UT 84405	Address: 3522 S 700 W South Salt Lake, Utah 84119
Phone #: 801-479-3177	Phone #: 385-835-1790
Authorized Agent: City Manager David Larson	Authorized Agent: Justin Roach - Area Manager
Authorized Signature: 	Authorized Signature:
Date: July 14, 2026	Date:
This UWRMOU was approved as to form without modifications by Connor Arrington, Assistant Attorney General, on May 1, 2026.	

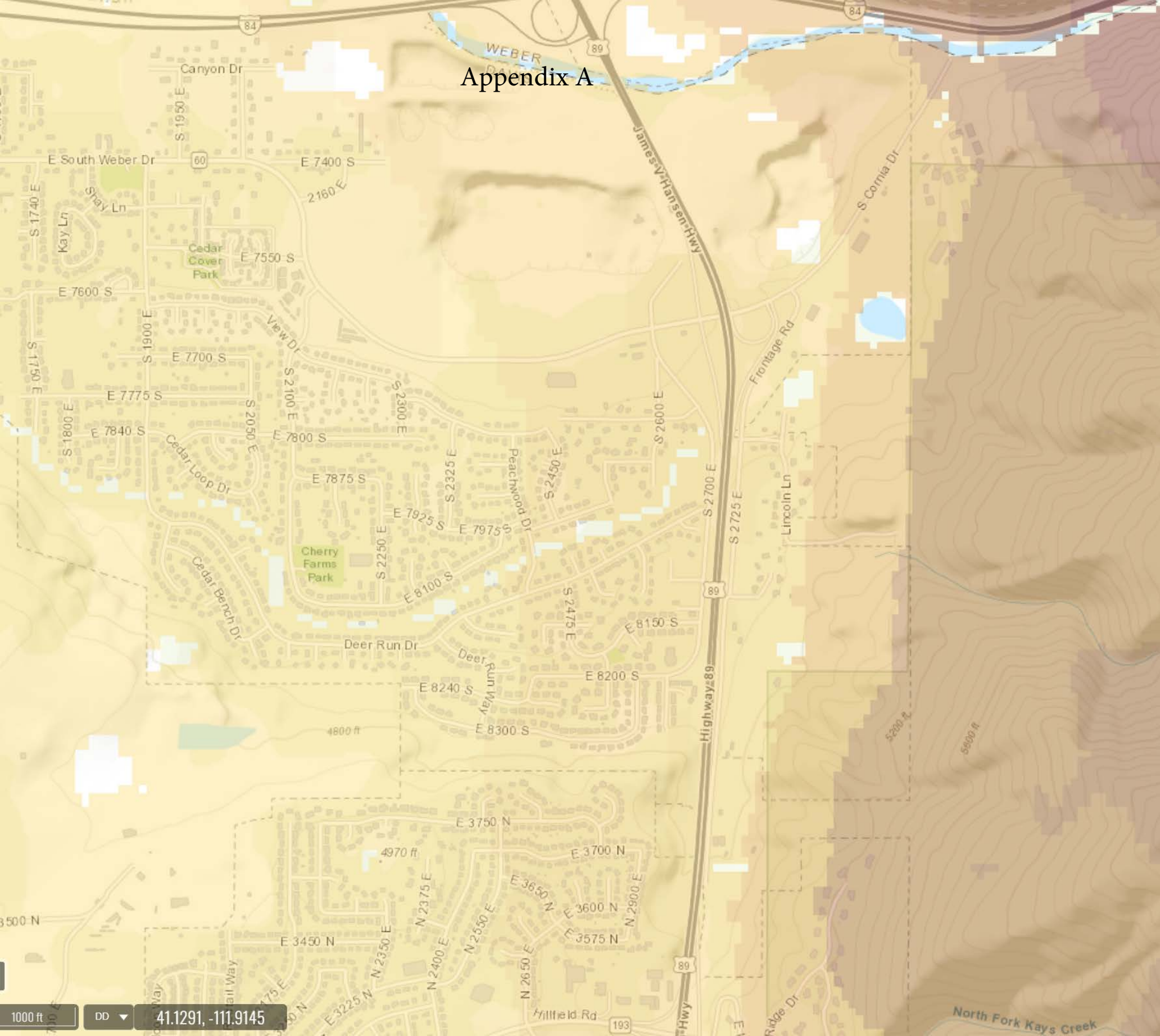
Participating Entity Representative: Fire Chief Derek Tolman

Date: 07-14-2026

List of Appendices:

- A. Department or District Jurisdictional Boundary Map (provided by District or Department)
- B. Fire Department Rate Agreement

Appendix A



Appendix B

COOPERATIVE AGREEMENT

This Cooperative Agreement (the “Agreement”) is made and entered into this ____ day of _____ 2026 (the “Effective Date”), by and between the Utah Division of Forestry, Fire and State Lands (“FFSL”) and _____ (the “Participating Entity”). FFSL and the Participating Entity may sometimes be referred to in this Agreement individually as a “Party” or, collectively, as the “Parties.”

RECITALS

- A. Pursuant to Utah Code Section 65A-8-203, this Agreement is required for a county, municipality, or certain other Eligible Entities and the State of Utah, by and through FFSL, to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.
- B. The Participating Entity is a county, municipality, or other Eligible Entity, as defined in Section I of this Agreement.
- C. The Participating Entity is eligible to enter into a Cooperative Agreement under Utah Administrative Code R652-121 and R651-122.
- D. FFSL provided to the Participating Entity, and the Participating Entity signed and returned to FFSL, the Annual Participation Commitment Statement before the Effective Date of this Agreement.
- E. The fire department or equivalent fire service provider under contract with, or delegated by, the Participating Entity on unincorporated land meets minimum standards for wildland fire training, certification, and suppression equipment based upon nationally accepted standards, determined by FFSL.

AGREEMENT

I. Definitions

For the purposes of this Agreement:

- 1. “Annual Participation Commitment Report” means a report prepared by the Participating Entity, detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past calendar year.
- 2. “Annual Participation Commitment Statement” means a statement, signed by both FFSL and the Participating Entity, detailing both the monetary value of the Participation Commitment for the upcoming calendar year and the detailed activities the Participating Entity plans to perform to fulfill their Participation Commitment for that year.
- 3. “Catastrophic Wildfire” means wildland fires whose size and intensity cause significant impacts to State and local economies, critical infrastructure, the environment, and private landowners.

4. “Cooperative Agreement” means the same as the term is defined in Utah Administrative Code R652-1-200.
5. “Delegation of Fire Management Authority” means the acceptance by FFSL of responsibility for:
 - i. Managing a wildfire; and
 - ii. The cost of fire suppression, as described in Utah Code Section 65A-8-203.
6. “Direct Expenditure” means funds spent by a Participating Entity to implement wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL.
7. “Direct Payment” means an alternative method of meeting all, or part, of the participation commitment by paying FFSL directly, as identified in Utah Code Section 65A-8-203.
8. “Director” means the division director of FFSL.
9. “Eligible Entity” means the same as the term is defined in Utah Code Section 65A-8-203.
10. “Extended Attack” means actions taken in response to wildland fire after Initial Attack.
11. “Firefighter” means an individual trained in wildland firefighting techniques and assigned to a position of hazardous duty.
12. “Initial Attack” means actions taken by the first resources to arrive at any wildland fire incident, including—without limitation—size-up, patrolling, monitoring, holding action, or aggressive suppression action.
13. “In-Kind Activity” means an activity for wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL. The value of an In-Kind Activity shall be determined by using the rate calculated by the Independent Sector, <https://www.independentsector.org/>.
14. “Minimum Billing Threshold” means the dollar value of expenses not charged to the Participating Entity but incurred by FFSL, on behalf of the Participating Entity, on Initial Attack prior to Delegation of Fire Management Authority.
15. “Participation Commitment” means prevention, preparedness, and mitigation actions and expenditures, including those identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan, undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code Sections 65A-8-202 and 65A-8-202.5.
16. “Participating Entity” means an Eligible Entity with a valid Cooperative Agreement.

II. Term.

1. The term of this Agreement shall be five (5) years from the Effective Date.

III. Participation Commitment.

1. Annual Statement.

- a. FFSL shall send the Participating Entity an Annual Participation Commitment Statement at least three (3) months in advance of the end of each calendar year during the term of this Agreement.
- b. Upon receipt of an Annual Participation Commitment Statement, the Participating Entity shall complete the annual plan portion of the Annual Participation Commitment Statement outlining the actions it intends to take that address the wildfire threat. Within sixty (60) days of receipt of an Annual Participation Commitment Statement, the Participating Entity shall send the completed annual plan to FFSL for review and approval.
- c. Upon receipt of the Participating Entity's annual plan, FFSL shall review the annual plan. FFSL may request additional information before approving the annual plan. Upon FFSL's approval of the annual plan, FFSL shall sign and send the Annual Participation Commitment Statement to the Participating Entity for signature.
- d. Upon receipt of the signed Annual Participation Commitment from FFSL, the Participating Entity's chief executive shall sign and return the fully executed Annual Participation Commitment Statement to FFSL by the deadline provided. In the event the Participating Entity fails to sign and return the Annual Participation Commitment Statement by the deadline provided, this Agreement will terminate at the conclusion of the last calendar year in which the Participating Entity complied with this requirement.

2. Fulfillment.

- a. The Participating Entity shall meet its Participation Commitment, as determined by FFSL, pursuant to Utah Administrative Code R652-122.
- b. The Participating Entity shall meet its Participation Commitment through direct expenditures, direct payment, in-kind activities, or any combination of the three that are mutually agreed upon by the Parties.

3. Consultation.

- a. The Participating Entity may consult with FFSL to identify valid Participation Commitment actions and activities, based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.

4. Accounting.

- a. The Participating Entity shall account for its respective Participation Commitment activities and expenditures through the Utah Wildfire Assessment Risk Portal ("UWRAP").

- b. Beginning January 1, 2025, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity's first full-year Participation Commitment.
- c. The value of Participation Commitment expenditures and activities may, with approval of FFSL, carry-over to the next calendar year.
- d. With the Director's approval, or approval of a designee, the value of capital improvement actions may carry-over for up to five (5) years and the value of non-capital improvement actions may carry-over for up to three (3) years.
- e. The Participating Entity must receive written approval from the Director, or designee, before pursuing carry-over for a specific action or activity under this Section III(4).
- f. Amounts reported annually in excess of Participation Commitment do not carry-over without written approval from the Director, or designee, under this Section III(4).

5. Reporting.

- a. The Participating Entity shall record and account for its Participation Commitment actions and expenditures in UWRAP.
- b. The Participating Entity shall provide an annual accounting of its activities and expenditures to FFSL for review and approval in the manner and form specified by FFSL.
- c. The Participating Entity shall account for, track, and report any year-to-year carry-over under Section III(4) of this Agreement in UWRAP.
- d. FFSL may review and verify records related to the Participating Entity's Participation Commitment at any time.
- e. FFSL may reject records related to the Participating Entity's Participation Commitment deemed by FFSL to be unverifiable, incorrect, or not approved in the Participating Entity's signed Participation Commitment Statement.

6. Calculation.

- a. FFSL shall calculate the Participation Commitment based on a wildfire risk assessment by acres (the "Risk Assessment"), conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in the Participating Entity's jurisdiction, pursuant to Utah Administrative Code R652-122.
- b. The Risk Assessment calculation shall be adjusted for inflation using the Consumer Price Index.
- c. FFSL shall calculate the Fire Cost Average based on historic suppression costs accrued within the Participating Entity's jurisdiction. The Fire Cost Average shall only include wildland fire suppression costs accrued and paid by FFSL on behalf of a Participating Entity within the Participating Entity's jurisdiction. The

Fire Cost Average may include State-paid costs after Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred within the Participating Entity's jurisdiction.

- d. The Fire Cost Average shall be calculated on a rolling, ten-year average, dropping the highest and lowest cost years and adjusting for inflation using the Consumer Price Index. Each ten-year average shall contain eight data points.

7. Appeals.

- a. Where permitted by Utah Administrative Code R652-122 and within ninety (90) days of the occurrence, the Participating Entity may appeal a decision regarding its Participation Commitment by submitting to the Director a written appeal that states the reasons for the appeal.

IV. Initial Attack.

1. The Participating Entity shall have primary responsibility for Initial Attack ("IA") on all nonfederal lands within the response area of the Participating Entity or within the response area of any delegee of the Participating Entity.
2. IA may include different resources based on fire danger, fuel type, values to be protected, and other factors.
3. Pursuant to Utah Code Sections 65A-8-202–202.5 and in accordance with this Agreement, FFSL shall determine reasonable and effective wildfire IA by verifying that the Participating Entity has adequate resources and equipment to manage IA.
4. The Participating Entity shall have financial responsibility for all IA costs within its jurisdiction, other than aviation costs.
5. FFSL shall have financial responsibility for all IA aviation costs.

V. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility.

1. Delegation of Fire Management Authority and the transfer of fiscal responsibility to FFSL for a wildland fire shall occur simultaneously with one of the following events:
 - a. The involvement of state-owned or federally-owned lands in the wildland fire;
 - b. The order, beyond pre-planned dispatch, of firefighting resources through an Interagency Fire Center;
 - c. The request of the Participating Entity with jurisdiction through its local fire official on scene with authority to do so; or
 - d. The decision of the Director, after consultation with local authorities.
2. Upon Delegation of Fire Management Authority to FFSL, FFSL, or its designee, shall be the primary incident commander in a unified command environment with the agency having jurisdiction.

3. Deployment of aviation assets on pre-planned dispatch, as established by the State, does not cause an automatic Delegation of Fire Management Authority.

VI. Extended Attack.

1. Immediately upon Delegation of Fire Management Authority, the incident commander shall record a timestamp via radio with the Interagency Fire Center servicing the incident.
2. The Crew Time Report (“CTR”) or Shift Ticket of all resources not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement, shall also reflect the timestamp recorded in Section VI(1).
3. Immediately upon Delegation of Fire Management Authority, a new CTR or Shift Ticket shall be started for all resources to be used in the Extended Attack.
4. All incident commanders named on the incident organizer shall sign delegation documentation. Resource needs shall be reevaluated in the transition from IA to Extended Attack.
5. Upon Delegation of Fire Management Authority, and if the Participating Entity is compliant with relevant statutes, regulations, and the terms of this Agreement, FFSL shall be financially responsible for wildland fire suppression costs incurred beyond IA.

VII. Wildland Fire Response Training and Certification.

1. The Participating Entity shall ensure Firefighters providing IA within the Participating Entity’s jurisdiction are trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior.
2. The Participating Entity shall ensure firefighters providing IA within the Participating Entity’s jurisdiction have completed RT130 Annual Fireline Safety Refresher Training prior to each statutory “closed fire season,” as defined in Utah Code Section 65A-8-211.
3. Upon Delegation of Fire Management Authority, FFSL may release from IA, or reassign to other firefighting duties, any Firefighter not certified as a NWCG Wildland Firefighter II.

VIII. Wildland Fire Response Equipment Standards.

1. The Participating Entity shall ensure engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on nonfederal land within the Participating Entity’s jurisdiction meet the National Wildfire Coordinating Group standards and, if applicable, the FFSL Fire Department Manual standards.

IX. Wildland Fire Cost Recovery Actions.

1. Pursuant to Utah Code Title 65A and Utah Administrative Code R652, and when an investigation reasonably shows a person or persons started a wildfire by acting in a negligent, reckless, or intentional manner, the Participating

Entity shall initiate a civil action to recover all wildland fire costs incurred for a particular wildland fire (“Cost Recovery Action”), except for when Delegation of Fire Management Authority has occurred. FFSL may assist the Participating Entity in a Cost Recovery Action under this Section IX(1).

2. The Participating Entity shall notify FFSL once it has initiated a Cost Recovery Action.
3. If the Participating Entity recovers from a Cost Recovery Action, the Participating Entity shall provide to FFSL documentation verifying wildland fire costs by the Participating Entity and the legal costs incurred for the Cost Recovery Action.
4. The Participating Entity may retain costs recovered up to and not exceeding its incurred wildland fire costs—including legal fees in pursuing the Cost Recovery Action. All other recovered costs shall be tendered to FFSL for distribution amongst other entities with incurred suppression costs.
5. The value of costs incurred and recovered by the Participating Entity may reduce the Participating Entity’s Historic Fire Cost Average and Participation Commitment.
6. FFSL may initiate a Cost Recovery Action at any time, including when Delegation of Fire Management Authority has occurred and upon notice by the Participating Entity under Section IX(4).

X. Probation Status.

1. At the end of each calendar year, FFSL shall review the Participating Entity’s compliance with the terms of this Agreement.
2. If the Participating Entity is out of compliance, FFSL shall place the Participating Entity on “Probation Status” and provide the Participating Entity with a “Probation Notice” including:
 - a. Notice of the Probation Status;
 - b. The reason for the Probation Status;
 - c. The action(s) the Participating Entity must take to remedy the Probation Status; and
 - d. The time frame within which the Probation Status may be remedied.
3. If the reason for the Probation Status is the Participating Entity’s failure to fulfill its Participation Commitment for the previous calendar year:
 - a. The Participating Entity shall fulfill its Participation Commitment for the previous year and its Participation Commitment for the current calendar year within the Probation Notice time frame;
 - b. FFSL shall credit the Participating Entity’s Participation Commitment expenditures and actions toward the Participating Entity’s outstanding obligation before it may credit the expenditures and actions toward the current obligation;
 - c. FFSL may, based on evidence of a good faith effort to comply with Section X(3)(a) and at the sole discretion of FFSL, extend the

- Probation Notice time frame if the underlying noncompliance is not timely remedied; and
- d. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame.
4. If the reason for the Probation Status is the Participating Entity's noncompliance with one or more terms of this Agreement, apart from a failure to fulfill its Participation Commitment:
 - a. The Participating Entity shall remedy the underlying noncompliance that led to the Probation Status within the Probation Notice time frame;
 - b. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame; and
 - c. FFSL may, pursuant to Section XI, revoke this Agreement if the underlying noncompliance is not remedied within the Probation Notice time frame.
 5. For the duration of the Probation Status, this Agreement remains valid.

XI. Revocation.

1. FFSL may revoke this Agreement by providing written notice to the Participating Entity no later than forty-five (45) days from the start or end of the statutory fire season, as defined in Utah Code Section 65A-8-211.
2. If the Participating Entity signed and returned the Annual Participation Commitment Statement to FFSL, a revocation by FFSL shall be effective in the calendar year following the year the Annual Participation Commitment Statement was signed and returned.
3. The Participating Entity may revoke this Agreement by:
 - a. Providing written notice to FFSL of its intent to revoke this Agreement; or
 - b. By failing to sign and return the Annual Participation Commitment Statement to FFSL, unless a written extension for return has been granted by FFSL.
4. Any revocation of this Agreement is considered a termination of the Agreement.
5. If either FFSL or the Participating Entity revokes this Agreement, the Participating Entity may only enter into a new CWS cooperative agreement with FFSL if the Participating Entity meets the requirements under Utah Administrative Code R652-121 and the Participating Entity pays FFSL all outstanding wildland fire suppression costs in full.
6. If FFSL revokes this Agreement after the Participating Entity was placed on Probation Status, the Participating Entity shall be responsible for all costs of wildland fire suppression incurred by FFSL within the Participating Entity's jurisdiction from the date of the Probation Notice to the revocation of this Agreement.

7. A revocation of this Agreement by FFSL may be informally appealed to the Director within thirty (30) days of the notice of revocation being provided.

XII. Renewal, Amendment, and Compliance with Applicable Laws.

1. If neither FFSL nor the Participating Entity revoke this Agreement under Section XI, this Agreement may renew for a consecutive five (5) year term.
2. There is no renewal limit.
3. The terms of this Agreement may be amended at any time by written agreement, signed by the Parties.
4. The terms of this Agreement shall be subject to and, at the end of each five (5) year term, amended as necessary to comply with Utah Code Title 65A and Utah Administrative Code R652.
5. This Agreement is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the State of Utah presently in effect and to such laws, rules, and regulations as may be hereafter promulgated.

XIII. Community Wildfire Preparedness Plan.

1. The Participating Entity shall adopt a Community Wildfire Preparedness Plan (“CWPP”) or, subject to FFSL’s approval, equivalent wildland fire preparedness plan.
2. Following adoption, the Participating Entity shall update the CWPP or equivalent wildland fire preparedness plan at least every five (5) years initial adoption from initial adoption.
3. The Participating Entity shall implement prevention, preparedness, and mitigation actions identified in its CWPP or equivalent wildland fire preparedness plan.

XIV. Wildland Urban Interface.

1. The Participating Entity has adopted the Utah Wildland Urban Interface Code, as defined in Utah Code Section 65A-8-401.
2. The Participating Entity shall annually report on enforcement of the wildland urban interface building standards adopted by the Participating Entity.
3. If the State adopts a different version of the Code, the Participating Entity shall adopt within two years the same version of the Code.
4. The Participating Entity designates the following position as responsible to enforce the WUI code: _____.
5. The Participating Entity shall provide to FFSL the map of the zone where the wildland urban interface building standards are enforced. If the Participating Entity makes changes to the map they shall provide to FFSL the current map within 90 days of adoption.
6. The Participating Entity shall comply with all statutes, regulations, policies, and other requirements relating to wildland urban interface property.

7. If the Participating Entity chooses to perform lot assessments under the High Risk Wildland Urban Interface program, they must do so in accordance with policy established by FFSL.

XV. Miscellaneous.

1. This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. At all times during this Agreement, the Participating Entity shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
3. The Participating Entity shall be fully liable for the actions of its agents, employees, officers, and partners and shall fully indemnify, defend, and hold harmless FFSL and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Participating Entity's performance of this Agreement to the extent caused by any intentional wrongful act or negligence of the Participating Entity, its agents, employees, officers, or partners, without limitation; provided, however, the Participating Entity shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of FFSL. In the event there is a conflict between this provision and Utah Code Sections 65A-8-101-403 or other provisions of State law, State law shall govern. The Parties are governmental entities under the Utah Governmental Immunity Act (the "Immunity Act"). Nothing contained herein shall be construed in any way to modify the limits of liability set forth in the Immunity Act or the basis for liability as established in the Immunity Act. Nothing contained herein shall be construed as a waiver by any Party of any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.
4. The Participating Entity agrees to abide by the following federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. The Participating Entity further agrees

to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of the Participating Entity's employees.

5. The Participating Entity may not assign, sell, transfer, subcontract, or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of FFSL.
6. A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. No waiver of any term of this Agreement is valid unless in writing.
7. The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
8. This Agreement may only be modified by the mutual written agreement of the Parties. If modified, the modification will be attached and made part of this Agreement.
9. This Agreement, constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
10. In the event of any conflict or disagreement between this Agreement and any applicable statute or regulation, the statute or regulation shall control.

SIGNATURES ON FOLLOWING PAGE

UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS

FFSL Area Manager Signature

Name

Date

State Forester/Division Director Signature

Name

Date

PARTICIPATING ENTITY



City Manager Signature

David Larson

07-14-2026

Name

Date

APPROVED AS TO FORM

UTAH ATTORNEY GENERAL'S OFFICE



Connor Arrington (Jan 15, 2026 13:27:10 MST)

Assistant Attorney General Signature

Connor Arrington

01/15/2026

Name

Date